

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION

CATHERINE BAUDLER,	:	Civil Action No. _____
Plaintiff,	:	
vs.	:	
DIVERSIFIED COLLECTION SERVICES, INC.,	:	
Defendant.	:	

COMPLAINT

Catherine Baudler, by her attorney Ray Johnson, for her claims against the Defendant states:

I. INTRODUCTION

1. This is an action for damages brought by an individual consumer for Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (hereinafter "FDCPA") which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices.

II. JURISDICTION AND VENUE

2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), 28 U.S.C. § 1337. Venue in this District is proper in that the Defendant transacts business here and the conduct complained of occurred here.

III. PARTIES

3. Plaintiff Catherine Baudler, is a natural person residing in Madison County, Iowa.
4. Defendant Diversified Collection Services, Inc. (hereinafter, "DCI") does business in Iowa with its principle place of business located in Livermore, California.

5. DCI is a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a(6).

IV. FACTUAL ALLEGATIONS

6. In February of 2010, Baudler entered into an agreement and payment plan with Iowa Student Aid Commission to pay \$100 a month on one or more student loans.
7. In August of 2010, Iowa Student Aid sold/assigned the alleged debt to DCI.
8. DCI failed to provide Baudler with notice of the assignment.
9. DCI failed to honor Iowa Student Aid’s payment agreement with Baudler, demanding a “good faith down payment” of \$2,000. DCI further threatened garnishment if the payment was not made.
10. DCI took its assignment pursuant to any terms and conditions agreed to by its predecessor.
In this case, DCI took the assignment pursuant to the \$100 a month payment plan.

V. FIRST CLAIM FOR RELIEF

11. Defendant violated the FDCPA. Defendant’s violations include, but are not Limited to, the following:
 - a. Defendant violated 15 U.S.C. § 1692f(1) by attempting to collect an amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is authorized by agreement creating the debt or permitted by law;
 - b. Defendant violated 15 U.S.C. § 1692e by making false, deceptive, or misleading representations, including but not limited to, the character, amount, or legal status of the debt; and
 - c. Defendant violated 15 U.S.C. § 1692e(5) by threatening to take an action that cannot legally be taken.

12. As a result of the above violations of the FDCPA, the Defendant is liable to the Plaintiff for actual damages, statutory damages, costs, and attorney's fees.

VI. SECOND CLAIM FOR RELIEF

13. All facts and allegations of this Complaint are incorporated herein by reference.
14. Defendant violated Iowa's Debt Collection Practices Act. Defendant's violations include but are not limited to:
- a. Defendant violated Iowa Code § 537.7103(4) by using fraudulent, deceptive or misleading representations or means to collect or attempt to collect a debt or to obtain information concerning a debtor;
 - b. Defendant violated Iowa Code § 537.7103(1) (f) by threatening to take an action prohibited by this chapter or any other law; and
 - c. Defendant violated Iowa Code § 537.7103(4)(e) by intentionally misrepresenting or making a representation which tends to create a false impression of the character, extent or amount of a debt or of its status in a legal proceeding.

15. As a result of the above violations of the Iowa Code, the Defendant is liable to the Plaintiff for statutory damages, actual damages, costs and attorney's fees.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against the Defendant for the following:

- A. Actual damages.
- B. Statutory damages.
- C. Costs and reasonable attorney's fees.
- D. For such other relief as the Court deems appropriate in the circumstances.

Respectfully submitted,



RAY JOHNSON

AT0004019

Johnson Law Firm

950 Office Park Road

Suite 335

W. Des Moines, Iowa 50265

Phone: (515) 224-7090

Fax: (515) 222-2656

Johnsonlaw29@aol.com